

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcraft Corporation		06/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76693172	IRONMAN II	
Serial Number:	76693170	IRONMAN	
Serial Number:	77547110	BENSON	
Registration Number:	3594652	724	
Registration Number:	3594654	MOAT	
Registration Number:	3594651	524	
Registration Number:	3594650	IWT	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		

OP \$190.00 76693172

900136275

TRADEMARK
 REEL: 004004 FRAME: 0902

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 2759.147

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 06/15/2009

Total Attachments: 6

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SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS SUPPLEMENT TO COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Supplement") made as of this 3rd day of June, 2009, by Transcraft Corporation, a Delaware corporation (the "Mortgagor"), in favor of Bank of America, N.A., as Agent ("Mortgagee") on behalf of itself and the Lenders (as such term is defined in the Loan Agreement defined below).

W I T N E S S E T H

WHEREAS, Mortgagor, Mortgagee, and certain other Lenders named therein entered into that certain Amended and Restated Loan and Security Agreement dated as of December 30, 2004 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement provides for Mortgagee and Lenders to, from time to time, extend credit to or for the account of Mortgagor;

WHEREAS, in connection with the initial execution of the Loan Agreement, Mortgagor executed and delivered to Mortgagee that certain Copyright, Patent, Trademark and License Mortgage dated as of March 8, 2006 (as amended, supplemented or otherwise modified from time to time, the "IP Mortgage");

WHEREAS, pursuant to Section 5 of the IP Mortgage, Mortgagor authorizes Mortgagee to modify the IP Mortgage by amending Exhibits A, B, C and D thereto as applicable and Mortgagor and Mortgagee desire to amend Exhibit C to the IP Mortgage as provided herein;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation. The IP Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

2. Supplements. Mortgagor hereby agrees that Exhibit C to the IP Mortgage is hereby supplemented by adding thereto the Trademarks (as defined in the IP Mortgage) listed on Schedule A hereto.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the IP Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademarks (as such term is defined in the IP Mortgage after giving effect to the amendments and other modifications contemplated by this Supplement).

4. Binding Effect; Benefits. This Supplement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns. Except as expressly modified hereby, the IP Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the IP Mortgage, as modified by this Supplement.


5. APPLICABLE LAW; SEVERABILITY. THIS SUPPLEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN CHICAGO, ILLINOIS. THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN ILLINOIS, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF AGENT'S LIEN UPON SUCH COLLATERAL AND THE ENFORCEMENT OF AGENT'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF ILLINOIS. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF MORTGAGOR, AGENT OR ANY LENDER, MORTGAGOR HEREBY CONSENTS AND AGREES THAT THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR, AT AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN MORTGAGOR ON THE ONE HAND AND AGENT OR ANY LENDER ON THE OTHER HAND PERTAINING TO THIS SUPPLEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO SUPPLEMENT. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND MORTGAGOR HEREBY WAIVES ANY OBJECTION WHICH SUCH MORTGAGOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO MORTGAGOR AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF MORTGAGOR'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID. NOTHING IN THIS SUPPLEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY AGENT OR

ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR
THE TAKING OF ANY ACTION UNDER THIS SUPPLEMENT TO ENFORCE SAME
IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

* * * *

IN WITNESS WHEREOF, Mortgagor has duly executed this Supplement as of the date first written above.

TRANSCRAFT CORPORATION

By: 
Name: Robert J. Smith
Title: Vice President Treasurer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Mortgagor has duly executed this Supplement as of the date first written above.

TRANSCRAFT CORPORATION

By: _____
Name: Robert J. Smith
Title: Vice President Treasurer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as agent

By: *Jason Riley*
Name: Jason Riley
Title: SVP

SCHEDULE A

<u>Trademark</u>	<u>Registration or Application No.</u>
Ironman II	76-693172
Ironman	76-693170
Benson	77-547110
724	3594652
Moat	3594654
524	3594651
IWT	3594650